

Grant agreement for Erasmus+ mobility participants – staff mobility for training -higher education – KA171

Field: Higher Education
Academic year: 2022/2023
Grant agreement number: 3/INC-STT/2022/KA171
Project no.: 2022-1-SK01-KA171-HED-000074836

Full official name of the beneficiary organisation: J. SELYE UNIVERSITY
Legal representative: Dr. habil. PaedDr. György Juhász, PhD., rector
Address: SK-945 01 Komárno, Bratislavská cesta 3322
Erasmus code: SK KOMARNO01

Called hereafter "the organisation", represented for the purposes of signature of this agreement by Mgr. Adriana Kinczerová, Institutional Erasmus+ Coordinator,
on the one part, and

Participant first and last name(s): KOMARI ISHTVAN
Date of birth:
Address:
Phone:
E-mail:

Bank account where the financial support should be paid: Bank name: Clearing/BIC/SWIFT number: Account/IBAN number:
--

Have agreed to the Special Conditions and Annexes below which form an integral part of this agreement ("the agreement"):

Annex I Erasmus+ mobility agreement for staff mobility for teaching
Annex II General Conditions

The terms set out in the Special Conditions shall take precedence over those set out in the annexes.

Total amount includes:

- ☒ Base amount for individual support for long-term physical mobility
- ☐ Base amount for individual support for short-term physical mobility
- ☐ Top-up amount for students and recent graduates with fewer opportunities on long-term mobility
- ☐ Top-up amount for students and recent graduates with fewer opportunities on short-term mobility
- ☐ Top-up amount for traineeships
- ☐ Green travel top-up
- ☒ Travel support (standard travel or green travel amount)
- ☐ Travel days (additional individual support days)
- ☐ Exceptional cost for expensive travel (based on real costs)
- ☐ Inclusion support (based on real costs)

The participant receives:

- ☒ a financial support from Erasmus+ EU funds
- ☐ a zero-grant
- ☐ a partial financial support from Erasmus+ EU funds

[It is not compulsory to circulate papers with original signatures for Annex I of this document: scanned copies of signatures and electronic signatures may be accepted (including via the Erasmus Without Paper Network), depending on the national legislation or institutional regulations.]

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1 The organisation shall provide support to the participant for undertaking a mobility activity under the Erasmus+ Programme.
- 1.2 The participant accepts the support specified in article 3 and undertakes to carry out the mobility activity as described in Annex I.
- 1.3 Amendments to the agreement shall be requested and agreed by both parties through a formal exchange by letter or by electronic message.

ARTICLE 2 – ENTRY INTO FORCE AND DURATION OF MOBILITY

- 2.1 The agreement shall enter into force on the date when the last of the two parties signs.
- 2.2 The physical mobility period shall start on **06. 03. 2023** at the earliest and end on **11. 03. 2023** at the latest. The start date of the physical mobility period shall be the first day that the participant needs to be physically present at the receiving organisation and the end date shall be the last day the participant needs to be physically present at the receiving organisation.
- 2.3 The participant shall receive a financial support from Erasmus+ EU funds for **6 days, 2 travel** days are added to the duration of the mobility period and included in the calculation of the individual support.
- 2.4 The participant may submit a request concerning the extension of the mobility period within the limits set out in the Erasmus+ Programme guide. If the organisation agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.
- 2.5 The certificate of attendance (or statement attached to these documents) shall provide the confirmed start and end dates of duration of the mobility period, including the virtual component.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide.
- 3.2 The organisation shall provide the participant with the required support in the form of a payment of the following amount **EUR 1.300,00** and in the form of direct provision of: individual support grant 1.120,00 EUR, travel support 180,00 EUR . The organisation shall ensure that the direct provision of services will meet the necessary quality and safety standards.
- 3.3 The contribution towards costs incurred in connection with travel or inclusion needs, shall be based on the supporting documents provided by the participant .
- 3.4 The financial support may not be used to cover similar costs already funded by EU funds.
- 3.5 Notwithstanding article 3.4, the grant is compatible with any other source of funding. This includes a salary that the participant could receive for their traineeship or teaching activities, or for any work outside their mobility activities as long as they carry out the activities foreseen in Annex I.

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 The participant for incoming mobility shall receive individual and travel support, if applicable, in a timely manner after the arrival of the participant. Within 30 calendar days of the signing of the grant agreement by both parties, or upon confirmation of arrival and no later than the start of the mobility, the participant will be sent a pre-financing amount of up to 90% of the amount set out in Article 3. The remaining 10% will be provided to the participant after the EU Survey has been completed and submitted. In case the participant did not provide the supporting documents in time, according to the funding organisation's timeline, a later payment of the pre-financing can be exceptionally accepted, based on justified reasons.
- 4.2 If the payment under article 4.1 is lower than 100% of the financial support, the submission of the participant final report via the online EU Survey tool shall be considered as the participant's request for payment of the balance of the financial support. The organisation shall have for incoming mobility: 20 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

ARTICLE 5 – INSURANCE

- 5.1 The organisation shall make sure that the participant has adequate insurance coverage either by providing itself the insurance, or by making an agreement with the receiving organisation for the latter to provide the insurance, or by providing the participant with the relevant information and support to take an insurance on their own.
- 5.2 Insurance coverage shall include at minimum a health insurance and a liability insurance and an accident insurance. Explanation: In the case of intra-European mobility, the participant's national health insurance will include a basic coverage during their stay in another EU country through the European Health Insurance Card. However, this coverage may not be sufficient for all situations, for example in case of repatriation or special medical intervention or in case of international mobility. In that case, a complementary private health insurance may be needed. Liability

and accident insurances cover damages caused by the participant or to the participant during their stay abroad. Varying regulation of these insurances is in place in different countries and participants run the risk of not being covered by standard schemes, for example if they are not considered to be employees or formally enrolled at their receiving organisation. In addition to the above, insurance against loss or theft of documents, travel tickets and luggage is recommended. It is recommended to also include the following information: Insurance provider(s), insurance number and insurance policy.

5.3 The responsible party for taking the insurance coverage is the participant.

ARTICLE 6 – PARTICIPANT REPORT

6.1. The participant shall complete and submit the participant report on their mobility experience (via the online EU Survey tool) within 30 calendar days upon receipt of the invitation to complete it. Participants who fail to complete and submit the online participant report may be required by their organisation to partially or fully reimburse the financial support received.

ARTICLE 7 – DATA PROTECTION

7.1. The funding organisation shall provide the participants with the relevant privacy statement for the processing of their personal data before these are encoded in the electronic systems for managing the Erasmus+ nobilities.
<https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>

ARTICLE 8 – APPLICABLE LAW AND COMPETENT COURT

8.1 The Agreement is governed by the national law of the NA.
8.2 The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the organisation and the participant concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

SIGNATURES

Komari Ishtvan

Mgr. Adriana Kinczerová

V.R.

V.R.

Done at Komárno,

Done at Komárno,

Key Action 1 – HIGHER EDUCATION INSTITUTION
Erasmus+ mobility agreement for staff mobility for teaching

Annex II

GENERAL CONDITIONS

Article 1: Liability

Each party of this agreement shall exonerate the other from any civil liability for damages suffered by them or their staff as a result of performance of this agreement, provided such damages are not the result of serious and deliberate misconduct on the part of the other party or his staff.

The National Agency of Slovakia, the European Commission or their staff shall not be held liable in the event of a claim under the agreement relating to any damage caused during the execution of the mobility period. Consequently, the National Agency of Slovakia or the European Commission shall not entertain any request for indemnity of reimbursement accompanying such claim.

Article 2: Termination of the agreement

In the event of failure by the participant to perform any of the obligations arising from the agreement, and regardless of the consequences provided for under the applicable law, the organisation is legally entitled to terminate or cancel the agreement without any further legal formality where no action is taken by the participant within one month of receiving notification by registered letter.

If the participant terminates the agreement before its agreement ends or if they fail to follow the agreement in accordance with the rules, they shall have to refund the amount of the grant already paid, except if agreed differently with the sending organisation.

In case of termination by the participant due to "force majeure", i.e. an unforeseeable exceptional situation or event beyond the participant's control and not attributable to error or negligence on their part, the participant shall be entitled to receive at least the amount of the grant corresponding to the actual duration of the mobility period. Any remaining funds shall have to be refunded.

Article 3: Data Protection

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 2018/1725 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the EU institutions and bodies and on the free movement of such data. Such data shall be processed solely in connection with the implementation and follow-up of the agreement by the sending organisation, the National Agency and the European Commission, without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with EU legislation¹ (Court of Auditors or European Antifraud Office (OLAF)).

The participant may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They should address any questions regarding the processing of their personal data to the sending organisation and/or the National Agency. The participant may lodge a complaint against the processing of their personal data to the European Data Protection Supervisor with regard to the use of the data by the European Commission.

Article 4: Checks and Audits

The parties of the agreement undertake to provide any detailed information requested by the European Commission, the National Agency of Slovakia or by any other outside body authorised by the European Commission or the National Agency of Slovakia to check that the mobility period and the provisions of the agreement are being properly implemented.

¹ Additional information on the purpose of processing your personal data, what data we collect, who has access to it and how it is protected, can be found at:

<https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>